

DATE 25/01/2025

AGREEMENT TO SELL

(In respect of **Apartment No. 201 on Second Floor**)

Consideration amount of -----/-

(Rupees ----- Lakh Only)

Sheet No.4755, City Survey No.476/78

Item No.48.561(B), Rate 34280 /-

Kanha Realities
Suhas Domde
Proprietor

This **AGREEMENT TO SELL** is made at Nagpur on this ----day of January 2025.

SHRI. SUHAS ASHOK DOMDE, Aged about-44, Occupation-Business, Residing at Plot No.50, Bante Layout, Opposite Ujwal Nagar, Wardha Road, Nagpur-25 Hereinafter referred to as "**PROMOTER**" which expression shall unless repugnant to the context or meaning thereof, always mean and include the said "**PROMOTER**", as well as their heirs, legal representatives, executors, administrators, successors and assignees of the **ONE PART**. (PAN No.AKFPD7607R),(Aadhaar No.732266010792),(Mobile 9373290870)

AND

-----, Aged about-----, Occupation-----, (PAN No.---),(Aadhaar No.-----)
Residing at -----hereinafter referred to as the "**ALLOTTEE**" which expression shall unless repugnant to the context or meaning thereof, always mean and include the said "**ALLOTTEE**" as well as their heirs, legal representatives, executors, administrators, successors and assignees of the **OTHER PART**.

WHEREAS, Promoter is absolute owner and possessor of All THAT piece and parcel of land bearing plot nos.24,25,26 &27 admeasuring area 147.100 + 156.300 +188.320+180.526= **672.246 Sq.Mts.**(as per released latter of Nagpur Improvement Trust) being a portion of entire land bearing Khasra No.87/1 and 87/2 of **MOUZA-BABULKHEDA**, P.H No.39,situated in the Layout of Shrivasti Gruha Nirman Sahakari Sanstha Maryadit, Nagpur (Block-B), Ward No.14, Survey No.4755,Sheet No.476/78,within the limits of the Nagpur Municipal Corporation & Nagpur Improvement Trust in Tahsil and District-NAGPUR; AND

WHEREAS, initially ALL THAT Piece and Parcel of land bearing Khasra No.87/1 and 87/2 of **MOUZA-BABULKHEDA**, situated at Babulkheda, Nagpur in Tahsil and District-Nagpur belonged to **Shravati Gruha Nirman Sahakari Sanstha Maryadit, Nagpur** (Registered No.NGP (CTY)/HSG(TC)448/90-91) ; AND

WHEREAS, the **Shravati Gruha Nirman Sahakari Sanstha Maryadit, Nagpur** made a Layout in the said land by demarcating it into various plots of different sizes; AND

WHEREAS, subsequently **Shravati Gruha Nirman Sahakari Sanstha Maryadit, Nagpur** executed sale-deed through its president **Sau. Mandakini Mahendra Jamkar** in favour of Smt. Annapurnabai Wasudeorao Bharambhe in respect of **plot No.24**, admeasuring area **1859 Sq.Fts.**, which is duly registered in the office of Sub-Registrar-2, in additional book No.1, Volume No.160, Page No.153 to 154 at Serial No.1009 and Registered No.984 on 07/04/1994; AND

WHEREAS, later on **Smt. Annapurnabai Wasudeorao Bharambhe** executed sale-deed in favour of Shri. Trimbak Dadaji Mahakulkar in respect of **plot No.24**, admeasuring area **1859 Sq.Fts.**, which is duly registered in the office of Joint Sub-Registrar, Nagpur-6, in book No.1, at Serial No.2031/2007 on 10/04/2007; AND

WHEREAS, later on **Shri. Trimbak Dadaji Mahakulkar** executed sale-deed in favour of **M/S, Kedarnath Builders and Developers** through its Partner (1) Shri. Prakash Marotrao Mahadule (2) Shri. Jaysingh Shamlalji Khanve in respect of **plot No.24**, which is duly registered in the Office of Joint Sub-Registrar, Class-2, Nagpur City No-4 in book No.1 at Serial No.4673/2011 on 20/08/2011; AND

WHEREAS, later on **Shravati Gruha Nirman Sahakari Sanstha Maryadit, Nagpur** executed sale-deed through its president **Sau. Mandakini Mahendra Jamkar** in favour of **Shri. Premraj Aasaram Patne** in respect of **plot No.25**, admeasuring area **1850 Sq.Fts.**, which is duly registered in the office of Sub-Registrar-8, in additional book No.1, Volume No.387, page No.162 to 170 at Serial No. 2810 (Chha) and Registered No.2575 on 27/09/1999 ; AND

WHEREAS, later on **Shravati Gruha Nirman Sahakari Sanstha Maryadit, Nagpur** executed sale-deed through its president **Sau. Mandakini Mahendra Jamkar** in favour of **Shri. Arun Mukundrao Bodhe** in respect of **plot No.26**, admeasuring area **195.18 Sq.Mts.**, which is duly registered in the Office of Sub-Registrar-8, in additional book No.1, Volume No.387, Page No.156 to 161 at Serial No.2809 (Chha) and Registered No.2574 on 27/09/1999 ; AND

WHEREAS, later on **Shri. Arun Mukundrao Bodhe** executed sale-deed in favour of **Shri. Sanjay Deoraoji Chatap** in respect of **Plot No.26**, admeasuring area **195.18 Sq.Mts.**, Which is duly registered in the Joint Sub-Registrar, Nagpur -6 in book No.1, at serial No.1853/2007 on 30/03/2007 ; AND

WHEREAS, later on **Shravati Gruha Nirman Sahakari Sanstha Maryadit, Nagpur** executed sale-deed through its president **Sau. Mandakini Mahendra Jamkar** in favour of **Shri. Prakash Balabhau Patil**, in respect of **plot No.27**, admeasuring area **198.00 Sq.Mts.**, which is duly registered in the Office of Sub-Registrar -2, in additional book No.1, volume No.99, page No.188 to 189 at Serial No.1061 and Registered No.1054, on 15/04/1993 ; AND

WHEREAS, aforesaid **plot No.24** is regularized by Nagpur Improvement Trust under the scheme of the Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act 2001, and therefore **Plot No.24** has regularized admeasuring area **147.100 Sq.Mts.**, vide its permit No.BE(S)/1900UL/4832/526, Case No. 20030502564 on 21/05/2011 ; AND

WHEREAS, aforesaid plot **No.25** is regularized by Nagpur Improvement Trust under the scheme of the Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act 2001, and therefore **Plot No.25** has regularized admeasuring area 156.300 Sq.Mts., vide its permit No.BE/(S)/1900UL/213/409, Case No. 20030502341 on 11/05/2013 ; AND

WHEREAS, aforesaid plot **No.26** is regularized by Nagpur Improvement Trust under the scheme of the Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act 2001, and therefore **Plot No.26** has regularized admeasuring area 188.320 Sq.Mts.out of 195.180 Sq.Mts., vide its permit No. BE/(S)/1900/42/16162/1071, Case No. 20030502342 on 16/09/2009 ; AND

WHEREAS, aforesaid plot **No.27** is regularized by Nagpur Improvement Trust under the scheme of the Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act 2001, and therefore **Plot No.27** has regularized admeasuring area 180.526 Sq.Mts.out of 195.029 Sq.Mts., vide its permit No.474, Case No.20030502569 on 07/05/2011 ; AND

WHEREAS, later on **Shri. Premraj Aasaram Patne** executed sale-deed in favour of **M/S, Kedarnath Builders and Developers** through its Partner (1) **Shri. Prakash Marotrao Mahadule** (2) **Shri. Jaysingh Shamlalji Khanve** in respect of **Plot No.25**, which is duly registered in the Office of Joint Sub-Registrar, Class-2, Nagpur City No-4 in book No.1 at Serial No.4672/2011 on 20/08/2011; AND

WHEREAS, schedule properties mentioned herewith was jointly own by **M/S, Kedarnath Builders and Developers** through Partners Late **Shri. Prakash Marotrao Mahadule** and **Jaysing Shyamlalji Khanve** ; AND

WHEREAS, Late **Shri. Prakash Marotrao Mahadule** was expired on 19/08/2012 leaving behind legal heirs i.e. (1) **Smt. Urmila Wd/o Prakash Mahadule** (2) **Ku. Pragati Prakash Mahadule** (Daughter) (3) **Ku. Diksha Prakash Mahadule** (Daughter) & (4) **Shri. Pratik Prakash Mahadule** (Son) and according their name were mutated in the of record City Survey ; AND

WHEREAS, later on **M/S, Kedarnath Builders and Developers** through Partners :-(1) **Shri. Jaisingh shamlalji khanve** (2) **Smt. Urmila wd/o Prakash Mahadule** (3) **Ku. Pragati D/o Prakash Mahadule** (4) **Ku. Diksha D/o Prakash Mahadule** (5) **Shri. Pratik S/o Prakash Mahadule** had executed sale-deed in favour of **Shri. Suhas Ashok Domde** in respect of **Plot No. 27 & 26** , Which is duly registered in the office of Joint Sub-Registrar, Class-II Nagpur City No.8 in book No.1 at Serial No.1007/2021 on 08/02/2021; AND

WHEREAS, later on **M/S, Kedarnath Builders and Developers** through Partners :-(1) **Shri. Jaisingh shamlalji khanve** (2) **Smt. Urmila wd/o Prakash Mahadule** (3) **Ku. Pragati D/o Prakash Mahadule** (4) **Ku. Diksha D/o Prakash Mahadule** (5) **Shri. Pratik S/o Prakash Mahadule** acting through their power of attorney holder 3 to 5 **Smt. Urmila Wd/o Prakash Mahadule** executed sale-deed in favour of **Smt. Urmila Wd/o Prakash Mahadule** in respect of **Plot No.24 & 25**, Which is duly registered in the office of Joint Sub-Registrar, Class-II Nagpur City No.8 in book No.1 at Serial No.3492/2021 on 22/06/2021; AND

WHEREAS, later on **Smt. Urmila Wd/o Prakash Mahadule** executed sale-deed in favour of **Shri. Suhas Ashok Domde** in respect of **Plot No.24 & 25**, Which is duly registered in the office of Joint Sub-Registrar, Class-II Nagpur City No.8 in book No.1 at Serial No.8822/2024 on 21/11/2024; AND

WHEREAS, as a result Promoter is absolute owner of the aforesaid plot Nos.24,25,26 & 27 with heritable and transferable rights therein and the same is also mutated on his names in all relevant records ; AND

WHEREAS, aforesaid plots were amalgamated by the Building Engineer of Nagpur Improvement Trust, Nagpur vide No.895 dated 13/06/2023 ; AND

WHEREAS, the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove; AND

WHEREAS, the Promoter intends to utilize the additional FSI (Floor Space Index) for the said plots of land and has accordingly purchased the same by way of Transfer Deed from (1) Shri. Datta S/o Manohar Shirke (2) Shri. Mahesh Manohar Shirke , Both residing at 652, Killa Road,Wakar Road, Badkas Square, Mahal, Nagpur-440032, which has been duly registered in the office of the Joint Sub-Registrar, Class-II, Nagpur City No. 4, under Book No.1, Serial No. 2529/2023, on 21/03/2023; AND

WHEREAS, Promoter accordingly prepared a Plan of Multistoreyed building proposed to construct on the said Plot Nos.24,25,26 &27 and to be known and styled as "**KANHA-ENRISE**" and the same is duly sanctioned and approved by Nagpur Improvement Trust through Building Engineer vide its Permit No.B.E(SOUTH) Case No.258858/Tracking No.2023 071135/ 2195 on dated 25/01/2024 ; AND

WHEREAS, above said property has already subjected to the provisions of the Maharashtra Apartment Ownership Act, 1970, and the **DEED OF DECLARATION** under Section 2 of the said Act is duly registered in the office of Joint Sub-Registered, Class-2, Nagpur City No.8, on 07/01/2025 in book No.1 at Serial No.184/2024. Thus the said project will governed by the provision of the Maharashtra Apartment Ownership Act 1970. The Provision of the Maharashtra Apartment Ownership Act 1970 as well as terms and condition contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Allottee and her/his/their successors; AND

WHEREAS, the Promoter has proposed to construct on the project land on Seventh Floor building 4 Apartments each on First, Second, Third and Fourth Floor, And 2 Apartment each on Fifth, Sixth and Seven Floor, thus there total are 22nd Units/Apartments. The Promoter has purchased the additional TDR and consumes the same in building map. That the Promoter has reserved his right of purchasing additional TDR and consuming the same as a result of which /or due to any others reasons number of wings, floor,Apartment, built-up, undivided share in the said property are likely to change /increase/decrease after revised sanction from Nagpur Improvement Trust and the allottee has expressly given their consent for the same; AND

WHEREAS, the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND

WHEREAS, the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Maharashtra Real Estate Regulatory Authority No._____ dated_____ with building Name as "**KANHA-ENRISE**"; authenticated copy is attached in Annexure 'F'; AND

WHEREAS, the Promoter has appointed Architect **Shri. Chandrashekhar Giripunje**, having its office at Vistaar, Zenda Chowk, Dharampeth, Nagpur who is duly registered with the Counsel of Architects; AND

WHEREAS, the Promoter has appointed a structural Engineer **Shri. Nikhil Gangamwar** having their office at Surendra Nagar, RPTS road, Nagpur for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building; AND

WHEREAS, by virtue of sale-deed Promoter has sole and exclusive right to sell the Apartment in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s) of the Apartments to receive the sale consideration in respect thereof; AND

WHEREAS, on demand from the allottee the Promoter has given inspection to the allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Shri. Chandrashekhar Giripunje** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (**hereinafter referred to as "the said Act"**) and the Rules and Regulations made hereunder ; AND

WHEREAS, the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card showing the nature of the title of the Promoter to the Project Land on which the Apartments are to be constructed have been **annexed hereto and marked as Annexure 'A' and Annexure 'B', respectively**; AND

WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**; AND

WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**; AND

WHEREAS, the authenticated copies of the Plan and specification of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the Nagpur Improvement Trust have been **annexed and marked as Schedule D**; AND

WHEREAS, while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority; AND

WHEREAS, the Promoter has accordingly commenced construction of the said building/s in accordance with sanctioned map of the Nagpur Improvement Trust and same is duly sanctioned and approved by building engineer of Nagpur Improvement Trust vide it's Building Permit No.B.E South/Case No.258858/Tracking No.2023071135/2195 dated 25/01/2024; AND; AND

WHEREAS, the Allottee has applied to the Promoter for purchase of **Apartment No. 201 on Second Floor** constructed in the building known and style as "**KANHA-ENRISE**"; on the said Project;

WHEREAS, the Allottee has applied to the Promoter for allotment of an Apartment No.201 on **Second Floor** situated in the building Know and style as "**KANHA-ENRISE**" Apartment constructed on Plots No.24,25,26 & 27 in the phase of the said Project ; AND

WHEREAS, the carpet area of the said Apartment is 55.963 square meters, Built Up Area 60.9425 square meters, balcony area is 8.753 square meters, and land share 4.022 square meters;

WHEREAS, for the purpose of this agreement following areas are defined:

Carpet area: As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in **SCHEDULE – "B"**.

Balcony area : For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in **SCHEDULE – "B"**.

Common Areas : As per subsection (n) of Section 2 of the Act, common areas are defined as entire land, staircases, lifts, passages, lobbies, entrances, Ground Floor, top terraces, open spaces, open parking areas, area under services, water tanks, sumps, pump rooms, amenities etc. This common area will be calculated for the entire project and will be divided equally over the number of apartments in the project to arrive at proportionate common area of each apartment.

WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter ; AND

WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs.-----
----/- (Rupees----- Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter as advance payment or Application Fee (the payment and receipt whereof the Promote both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promote the balance of the sale consideration in the manner hereinafter appearing ; AND

WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No.-----; AND

WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908 ; AND

WHEREAS, In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee, being in the fact these presents and also to register said agreement under the Registration Act, 1908.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That, Promoter shall construct the said building/s consisting of **Ground Floor** and **Seventh Upper Floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. That provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No.201**, carpet area admeasuring 55.963. **Sq.Metres** and **Built Up Area 60.9425 Sq.Mtr**, on **Second Floor** in the building known and style as "**KANHA-ENRISE**" Apartment (hereinafter referred to as "the/Apartment") as shown in the Floor plan thereof hereto annexed. For the consideration of **Rs. _____/- (Rupees _____)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the Allottee garage bearing Nos----- admeasuring -----Sq.ft having -----Ft Length x -----Ft. -----breath x -----Ft vertical clearance and situated at Basement and /or stilt and /or podium being constructed in the layout for consideration of Rs. _____

(iii) The Allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the Allottee Covered parking space bearing Nos----- admeasuring -----Sq.ft having -----Ft Length x -----Ft. -----breath x -----Ft vertical clearance and situated at Basement and /or stilt and /or podium being constructed in the layout for consideration of Rs. _____

1. b The Total Aggregate consideration amount for the Apartment is thus Rs. _____

1.c The Allottee has paid on or before execution of this Agreement a sum of **Rs. _____ (Rupees _____ Only)** (not exceeding 10% of the total consideration) as advance payment or Application Fee and hereby agrees to pay to the Promoter the balance amount of **Rs. _____ (Rupees _____ Only)** and shall be deposited in RERA Designated Collection Bank Account 43569169041 State Bank Of India, CME, CA Road Nagpur Branch Having IFS Code SBIN0061653, Situated at Near Telephone Exchange Square. In addition to the above bank account, I have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No.43569089619, 43569160730 respectively.

SCHEDULE - "E"

Amount in Rs.		Payment Details
Rs.	20%	Paid by the Allottee to the Promoter by way of Cheque No. _____ dated ____/____/2024 drawn on _____
Rs.	10%	Agreed to be paid by the Allottee to the Promoter at the time of Plinth work.
Rs.	10%	Agreed to be paid by the Allottee to the Promoter at the time of Ground Floor Slab.

Rs.	10%	Agreed to be paid by the Allottee to the Promoter at the time of First Floor Slab.
Rs.	5%	Agreed to be paid by the Allottee to the Promoter at the time of Second Floor Slab.
Rs.	5%	Agreed to be paid by the Allottee to the Promoter at the time of Third Floor Slab.
Rs.	5%	Agreed to be paid by the Allottee to the Promoter at the time of Fourth Floor Slab.
Rs.	5%	Agreed to be paid by the Allottee to the Promoter at the time of Fifth Floor Slab.
Rs.	5%	Agreed to be paid by the Allottee to the Promoter at the time of Sixth Floor Slab.
Rs.	5%	Agreed to be paid by the Allottee to the Promoter at the time of Seventh Floor and Eighth Floor Slab.
Rs.	5%	Agreed to be paid by the Allottee to the Promoter at the time of Brick work and Plaster work of Flat.
Rs.	5%	Agreed to be paid by the Allottee to the Promoter at the time of possession of flat.
Rs.		(Rupees ----- Only)

1. d The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the said Apartment. The Allottee specifically agrees to pay to the Promoter all such Taxes & Insurance Premium as and when demanded and shall always keep the Promoter indemnified against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Allottee. It shall be obligatory on the part of Allottee to pay the amount of GST etc. simultaneously with the payment of each installment. And The Allottee does hereby state and declares that it shall be the sole liability and responsibility of the Allottee to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Allottee from the Sale Consideration payable to the Promoter and to credit the same in the appropriate account of Income Tax Department.

1.e The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.f The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ zero percent per annum for the period by which the respective installment has been proponent. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.g The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1.h The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust her/his payments in any manner.

2.1 THAT, the Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

2.2 THAT, Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan")

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **672.246 Sq.mtr.** only and Promoter has planned to utilize Floor Space Index of 1.1 over and above by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1.1 as proposed to be utilized by it on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only..

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'D', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee / on or before 18th day of December 2027. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided further that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :-

- (i) **War, Flood, drought, Fire, Cyclone, earthquake any other Calamity** caused by nature affecting the regular development of the real estate project or act of God means (Force Majeure).
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 **Procedure for taking possession** – The Promoter upon obtaining the occupancy Certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 3 (three month) days from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or Association of Allottee, as the case may be. The promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

7.2 THAT the Allottee shall take possession of the Apartment within 15 days of the notice from the promoter to the